

**INTERLOCAL AGREEMENT  
FOR SHARED FUNDING OF  
REGIONAL HOMELESS COORDINATION  
AND INCLEMENT WEATHER SHELTER**

This Interlocal Agreement is made and entered into this \_\_\_\_ day, of \_\_\_\_\_ 2006, by and between the COUNTY of CLARK (hereinafter referred to as "County"), the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as "Cities").

**WITNESSETH:**

**WHEREAS**, County and Cities executed an Interlocal Agreement for the formation of the Southern Nevada Regional Planning Coalition (SNRPC) dated January 27, 2000, which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

**WHEREAS**, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

**WHEREAS**, the SNRPC has approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "Committee"); and

**WHEREAS**, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

**WHEREAS**, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function.

**NOW, THEREFORE**, the following have been mutually agreed upon by all parties:

**SECTION I: REGIONAL HOMELESS COORDINATION AND INCLEMENT  
WEATHER HOMELESS ACTIVITIES**

The Committee is responsible for approving a comprehensive homeless plan and will oversee the coordination of regional homeless activities. The Regional Homeless Coordinator, hired by the SNRPC to implement the SNRPC's vision, philosophy of service, and regional approach to homelessness, is working to develop a comprehensive plan for the homeless for consideration by the Committee, which would include provisions for the homeless during inclement weather conditions. The Committee recognizes the continuing immediate need to provide for the welfare and safety of the homeless, and until a comprehensive homeless strategic plan is ready for consideration and implementation, agree to commit funds on a population-based formula for the

duration of the agreement (July 1, 2006, through June 30, 2007), not to exceed amounts stated in Exhibit A for regional homeless coordination, inclement winter weather shelter, inclement summer day shelter, HMIS implementation, and various evaluation/survey efforts.

The Regional Homeless Coordinator will work with the political subdivisions, providers, and the public to incorporate these seasonal activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

## **SECTION II: COMPENSATION AND TERMS OF PAYMENT**

Funding for regional homeless coordination and inclement weather activities will be shared among County and the Cities on a population-based formula, in the amounts stated in Exhibit A. County will bill cities upon the effective date of the interlocal agreement and funds must be received within 30 days of billing.

## **SECTION III: MISCELLANEOUS PROVISIONS**

### **A. Termination without Cause**

1. Upon thirty days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

### **B. Governing Law** Nevada law shall govern the interpretation of this Interlocal Agreement.

### **C. Confidential Treatment of Information** All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

### **D. Terms of Agreement** Parties agree to reimburse the County for costs related to Regional Homeless Coordination, Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2006/2007 fiscal year beginning July 1, 2006, unless the Interlocal Agreement is terminated as set forth in paragraph A above.

### **E. Amendments** Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective, unless or until, it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

### **F. Other Party Liability** County and Cities, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.

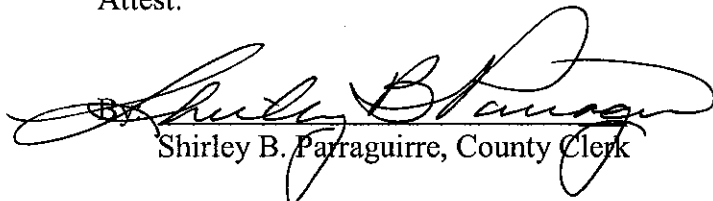
### **G. Other Party Interest** This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.

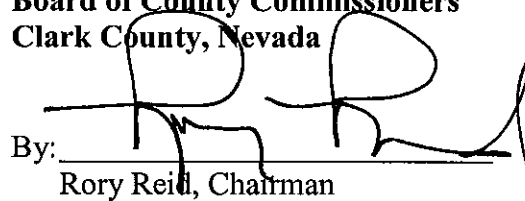
- H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.
- I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.
- J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.
- K. Independent Contractor County and Cities are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.
- L. Entire Interlocal Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral or written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.
- M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2006, through June 30, 2007.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by their duly authorized representatives on the day and year first written above.

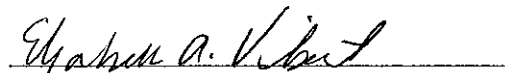
Attest:

**Board of County Commissioners  
Clark County, Nevada**

By:   
Shirley B. Parraguirre, County Clerk

By:   
Rory Reid, Chairman

Approved as to form:

  
Elizabeth A. Vibert  
Deputy District Attorney


Attest:

**City of Las Vegas, Nevada**

By: \_\_\_\_\_  
Beverly K. Bridges  
Chief Deputy City Clerk

By: \_\_\_\_\_  
Oscar B. Goodman, Mayor

Approved as to form:

  
City Attorney or Deputy City Attorney

Attest:

**City of Henderson, Nevada**

By: \_\_\_\_\_  
Monica M. Simmons, City Clerk

By: \_\_\_\_\_  
James B. Gibson, Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

**City of North Las Vegas, Nevada**

By: \_\_\_\_\_  
Karen L. Storms, CMC, City Clerk

By: \_\_\_\_\_  
Michael L. Montandon, Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

Attest:

**City of Boulder City, Nevada**

By: \_\_\_\_\_  
Pamella A Malmstrom  
City Clerk

By: \_\_\_\_\_  
Robert S. Ferraro, Mayor

Approved as to form:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**Southern Nevada Regional Planning Coalition's**  
**Committee on Homelessness**  
**Proposed Budget FY 2006/2007**

SNRPC Committee on Homelessness Supported Project	Regional Commitment	Share by Jurisdiction, based on Population				Other Funding (e.g. Agency Fundraising, Private)	Total Project Cost
		Boulder City 1%	North Las Vegas 9%	Henderson 13%	Las Vegas 34%	Clark County 13%	
<b>REGIONAL HOMELESS COORDINATION</b> July 2006 - June 2007 Coordination includes travel, training costs	\$ 82,000 \$ 53,000	\$ 820	\$ 7,380	\$ 10,660	\$ 27,880	\$ 35,260 \$ 53,000	\$ 135,000
<b>INCLEMENT WEATHER SHELTER</b> 2006 Summer & 2006/2007 Winter (RFP)	\$ 447,000	\$ 4,470	\$ 40,230	\$ 58,110	\$ 151,980	\$ 192,210	\$ 447,000
Clark County Social Service - Off-Site Lodging Program	\$ 70,000					\$ 70,000	\$ 70,000
Clark County Social Service - Emergency Shelter	\$ 313,642					\$ 313,642	\$ 313,642
<b>HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)</b> \$ 210,000	\$ 210,000	\$ 2,100	\$ 18,900	\$ 27,300	\$ 71,400	\$ 90,300	\$ 210,000
<b>HOMELESS STREET &amp; SHELTER COUNT</b> Annual Regional Count: Clark County Social Service(COC)	\$ 75,000 75,000	\$ 750	\$ 6,750	\$ 9,750	\$ 25,500	\$ 32,250 \$ 75,000	\$ 150,000
<b>Totals:</b> Less Amounts Already Paid: Total Due For FY 06/07:	\$ 1,325,642	\$ 8,140	\$ 73,260	\$ 105,820	\$ 276,760	\$ 861,662	\$ 1,325,642
		\$ 8,140	\$ 73,260	\$ 105,820	\$ 276,760	\$ 861,662	\$ 1,325,642